



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions
- TPSGC**

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

11 Laurier St./11, rue Laurier

Gatineau, Québec K1A 0S5

Bid Fax: (613) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Health Services Project Division (XF)/Division des
projets de services de santé (XF)
Place du Portage, Phase III, 12C1
11 Laurier St./11 rue, Laurier
Gatineau
Gatineau
K1A 0S5

Title - Sujet Hospital-Based Surv Influenza	
Solicitation No. - N° de l'invitation 6D034-163611/B	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client 6D034-163611	Date 2017-09-06
GETS Reference No. - N° de référence de SEAG PW-\$\$XF-007-31694	
File No. - N° de dossier 007xf.6D034-163611	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-11	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Chevrier, Stephane	Buyer Id - Id de l'acheteur 007xf
Telephone No. - N° de téléphone (819) 420-2221 ()	FAX No. - N° de FAX (819) 956-8303
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

SOLICITATION AMENDMENT 004

This solicitation amendment is raised to:

1. Address the following clarification questions submitted by potential bidders; and
2. Modify the RFP if necessary.

1. CLARIFICATION QUESTIONS AND ANSWERS

Question #	RFP Reference	Title/ Topic	Clarification Question	Response #	Clarification Response
Q1.1	RFP Terms and Conditions	Part 2.7 Basis for Canada's Ownership of Intellectual Property	Regarding Section 2.7, Basis for Canada's Ownership of Intellectual Property, are the raw, unanalyzed data generated through the surveillance considered Intellectual Property owned by Canada?	R1.1	<p>In accordance with Supplemental General Conditions 4007, added as a modification in Solicitation Amendment 02; all Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence.</p> <p>Supplemental General Conditions 4007 have been further amended, please consult the Modifications in section 2.0 of this solicitation amendment.</p>
Q1.2	RFP Terms and Conditions	Part 2.7 Basis for Canada's Ownership of Intellectual Property	Regarding Section 2.7 Basis for Canada's Ownership of Intellectual Property and Section 19 Access to Canada's Property and Facilities; if the raw data generated are considered the property of Canada, will the Contractor have unrestricted access to these data for additional research, academic and publication purposes?	R1.2	<p>After contract award, Canada will consider, on a case by case basis, any contractor's request to obtain a license, including publication rights.</p> <p>Supplemental General Conditions 4007 have been further amended, please consult the Modifications in section 2.0 of this solicitation amendment.</p>

Q1.3	Attachment B – Bid Submission Form	Acceptance of all resulting contract clauses terms and conditions	Will it be possible to negotiate the terms and conditions of the contract at the time of award, or are the terms as stated in current bid solicitation non-negotiable?	R1.3	In accordance with section 2.1 (b) of the bid solicitation; "Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract."
Q1.4	Part 7 of the Bid Solicitation	Resulting Contract Clauses	There is no publication clause specified in Part 7 – Resulting Contract Clauses. Will there be a publication clause included in the contract, and if so, which clause from the Standard Acquisition Clauses and Conditions Manual will apply?	R1.4	After contract award, Canada will consider, on a case by case basis, any contractor's request to obtain a license, including publication rights.
Q1.5	Part 2.1 of the Bid Solicitation	General Conditions 2035-20 (2008-05-12) Copyright	Under 2.1, General Conditions 2035 20 (2008-05-12) Copyright, it states "The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract", however, in the Statement of Work, Section 2.1.6 it states under Additional Contractor Requirements that the Contractor must "Acknowledge PHAC as a VE estimation project funder on any publications resulting from the project", and in Statement of Work Section 2.2 Specifications and Standards, it states "For any publication not already identified in Table 4, the Contractor must notify the Technical Authority of the publication of data gathered for the purpose of this Contract 5 days for submission for publication and at least 14 days before publication, and	R1.5	Canada will consider on a case by case basis any request by the Contractor for access to data for additional research, whether it be for academic or publication purposes. In the event a license granting publication rights is provided by Canada to the Contractor; the Contractor must meet the requirements relating to publications as stipulated in SOW sections 2.1.6 "Additional Contractor Requirements" and 2.2 "Specification and Standards".

			"Authorship for any publications must be in accordance with the ICMJE Authorship Guidelines".		
Q1.6	Part 2.1 of the Bid Solicitation	General Conditions 2035-20 (2008-05-12) Copyright	Also under 2035 20 it states that "The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material." Will Canada insist on this waiver?	R1.6	<p>In accordance with Supplemental General Conditions 4007 – 06 (2008-05-12) Waiver of Moral Rights:</p> <p>If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.</p>

2. **MODIFICATIONS:**

The following modifications are raised by Canada:

1) PART 7 - RESULTING CONTRACT CLAUSES; Article 2.2 Supplemental General Conditions 4007 (2010-08-16); 4007 03 (2008-05-12) Ownership of Intellectual Property Rights in Foreground Information is amended below:

DELETE:

1. All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.

INSERT:

1. All Intellectual Property Rights in the Foreground Information, including unanalyzed data collected through surveillance, belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.

Solicitation No. - N° de l'invitation

6D034-163611/B

Client Ref. No. - N° de réf. du client

6D034-163611

Amd. No. - N° de la modif.

004

File No. - N° du dossier

007xf 6D034-163611

Buyer ID - Id de l'acheteur

007xf

CCC No./N° CCC - FMS No./N° VME

2) PART 7 - RESULTING CONTRACT CLAUSES; Article 2.2 Supplemental General Conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information is amended to include the articles below:

4007 07 Conditions for License to Contractor of Foreground Information

(A) Subject to subsection (B), if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation, further development, academic or publications then the Contractor must make a written request for a license to the Minister of Health, with a copy of the request to both the Contracting Authority and the Technical Authority. Such a request should be made within thirty (30) working days following completion of the Work. In the request the Contractor must give the Minister a justification for the request. The Minister or his designated representative will respond in writing to any request for such a license within a reasonable period of time. The request will be refused if (i) the goods or services to be licensed are in whole or in part comprised of any Foreground Information created using Background Information licensed to Canada for use on the condition that such created Foreground Information not be sublicensed to a third party for commercial exploitation, and (ii) the Contractor is not the owner or successor in title to the Background Information intellectual property described in (i) above. The request may be refused for other reasons. If the request is refused, the response will provide an explanation for the refusal. Should the Minister of Health agree to grant such a license, it will be on terms and conditions to be negotiated between the Contractor and that Minister, which terms may include a payment of compensation to Canada. Consent to the request may be given on the condition that the Contractor provide a royalty free, perpetual, irrevocable license to Canada for use of any goods or services created using the Foreground Information licensed to the Contractor. The Contractor agrees that the Minister's consent to such license will be evidenced by the signature of either the Technical Authority or the Minister, and any other signature on behalf of the Minister will not bind Canada nor the Public Health Agency of Canada.

(B) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection (A) will be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.

4007 08 Conditions for License to Contractor of Canada-Owned Background Information

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CCC No./N° CCC - FMS No./N° VME

(A) Subject to subsection (B), if the Contractor wishes to make use of Background Information fully owned by Canada for purposes of its commercial exploitation, further development, academic or publications of that Background Information, then the Contractor must make a written request for a license to the Minister of Health with a copy of the request to both the Contracting Authority and the Technical Authority. Such a request should be made within thirty (30) working days following completion of the Work. In the request, the Contractor must give the Minister a justification for the request. The Minister or his designated representative will respond in writing to any request for such a license within a reasonable period of time. The request may be refused. If the request is refused, the response will provide an explanation for the refusal. Should the Minister of Health agree to grant such a license, it will be on terms and conditions to be negotiated between the Contractor and that Minister, which terms may include payment of compensation to Canada. Consent to the request may be given on the condition that the Contractor provide a royalty free, perpetual, irrevocable license to Canada for use of any goods or services created using the Background Information licensed to the Contractor. The Contractor agrees that the Minister's consent to such license will be evidenced by the signature of either the Technical Authority or the Minister, and any other signature on behalf of the Minister will not bind Canada nor the Public Health Agency of Canada.

(B) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the Privacy Act (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection (A) will be restricted to the Intellectual Property Rights in Background Information that are capable of being exploited without the use of such information or data or such personal information.

3) Annex A - Statement of Work, Section 2.1.6. "Additional Contractor Requirements"

DELETE: The Contractor must "Acknowledge PHAC as a VE estimation project funder on any publications resulting from the project"

INSERT: In the event a license granting publication rights is provided by Canada to the Contractor, the Contractor must acknowledge PHAC as a Vaccine Effectiveness estimation project funder on any publications resulting from the project.

4) Annex A - Statement of Work, Section 2.2 "Specifications and Standards":

DELETE: "For any publication not already identified in Table 4, the Contractor must notify the Technical Authority of the publication of data gathered for the purpose of this Contract 5 days for submission for publication and at least 14 days before publication, and "Authorship for any publications must be in accordance with the ICMJE Authorship Guidelines".

INSERT: In the event a license granting publication rights is provided by Canada to the Contractor; for any publication not already identified in Table 2, the Contractor must notify the Technical Authority of the publication of data gathered for the purpose of this Contract 5 days before submission for publication and at least 14 days before publication, and Authorship for any publications must be in accordance with the ICMJE Authorship Guidelines.

NO OTHER MODIFICATIONS ARE RAISED IN THIS SOLICITATION AMENDMENT 004